ANNEXURE – A

The Tenderer shall furnish the following details with necessary enclosures along with the Tender.

Sl. No	Particulars	Details to be furnished by the firm
1.	EMD of Rs.1,84,320/- to be paid along with the tender in KPP portal by following modes: i) Credit card ii) Direct debit of iii) NEFT iv) Over the counter	
2.	The Tenderer should be a Reputed Manufacturer/Dealer of Authorized Manufacturer. In case of a Dealer of Authorized Manufacturer, the tenderer should furnish the Authorization Letter obtained from their Manufacturer	(1) Certificate No…….. and its (2) Valid upto…….. With validity in currency. Copies of the Manufacturer certificates are to be enclosed.
3.	a) (i) The Tenderer should be a manufacturer who must have manufactured and supplied the 600 mm clear dia composite FRP/GRP Manhole cover with suitable frame similar to the type, size and complexity as specified in the schedule- B upto at least 800 sets of FRP/GRP man hole Covers in any one of the last three years (i.e. 2021-22 to 2023-24). ii) The FRP/GRP Manhole cover offered for supply must be as per the requirement mentioned in Schedule-B. The same should be satisfactorily tested & inspected and should be in usage by the end user. **OR** b) As per Govt Order No.FD 908 Exp-12/2019 Bengaluru dtd: 21.07.2020 for Micro & Small Enterprises:- The tenderer should be a manufacturer who must have manufactured and supplied the the 600 mm clear dia composite FRP/GRP Manhole cover with suitable frame similar to the type, size and complexity as specified in the schedule- B upto at least 400 sets of FRP/GRP man hole Covers in any one of the last two financial two years (i.e. 2022-23 to 2023-24). **OR**	For Both Manufacturer & Dealer: Particular year during which the stipulated supplies are made with details are to be furnished in Annexure-“B”. Copies of supply orders and performance certificates/Test reports issued by the End user are to be enclosed, in the absence of which the tender will not be considered for further evaluation. In case of a Dealer, the Firm should furnish the Authorisation Letter obtained from their Manufacturer in the format appended vide Annexure –C. Joint Venture Tenders are not acceptable

	b) Tenders of tenderers quoting as authorized representative / agent of a manufacturer meeting with the above requirements in full, will also be considered provided; (i) The manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per conditions of contract. (ii) The tenderer as authorized representative, who must have supplied the 600 mm clear dia composite FRP/GRP Manhole cover with suitable frame similar to the type, size and complexity as specified in the schedule- B at least 300 sets of FRP/GRP Man hole covers satisfactorily in any one of the last three financial years (i.e. 2021-22 to 2023-24). (iii) The FRP/GRP Manhole cover offered for supply must be as per the requirement mentioned in Schedule-B. The same should be satisfactorily tested & inspected and should be in usage by the end user.	
4.	a) The tenderer should possess an average annual financial turnover of Rs.92,16,000/-in last 3 preceeding financial years ie., from 2021-22 to 2023-24). b) As per Govt Order No. FD 908 Exp-12/2019 Bengaluru dtd:21.07.2020 for Micro & Small Enterprises:- The Tenderer should possess an average annual financial turnover of the tenderer should be Rs.46,08,000/- in last 2 preceeding financial years (2022-23 to 2023-24).	Respective Balance Sheets of only those two/three financial years during which the average turn-over is equal or more than the required turnovers are to be enclosed along with a Certificate issued by a Chartered Accountant.
5.	The Tenderer should enclose the recent test reports (April-2023 onwards)for having conducted tests on 600 mm clear dia composite FRP/GRP Manhole cover with suitable frame of 25 MT capacity as per BS EN 124:1994issued only by Government Organization Testing Centre.	YES/NO If No, the offer of the tenderer will not be considered for further evaluation.
6.	The Tenderer shall agree to all terms and conditions of the tender.	YES/NO If No, the offer of the tenderer will not be considered for further evaluation.

Signature of the Tenderer

Executive Engineer
(Central Stores Division)

GENERAL TERMS AND CONDITIONS OF CONTRACT

1.	Tenders through KPP portal in two cover system one for Technical Bid and the other for Financial Bid are invited for the supply of 1000 nos of 600 mm clear dia composite FRP/GRP Manhole Cover with suitable frame, testing standards conforming to BS EN 124:1994 from Reputed manufacturers and authorized dealers.
2.	**The eligibility for 600 mm clear dia composite FRP/GRP Manhole Cover is as below:** 1. The Tenderer should be a Reputed Manufacturer/Dealer of Authorized Manufacturer. In case of a Dealer of Authorized Manufacturer, the tenderer should furnish the Authorization Letter obtained from their Manufacturer a) (i) The Tenderer should be a manufacturer who must have manufactured and supplied the 600 mm clear dia composite FRP/GRP Manhole cover with suitable frame similar to the type, size and complexity as specified in the schedule- B upto at least 800 sets of FRP/GRP man hole Covers in any one of the last three years (i.e. 2021-22 to 2023-24). ii) The FRP/GRP Manhole cover offered for supply must be as per the requirement mentioned in Schedule-B. The same should be satisfactorily tested & inspected and should be in usage by the end user. **OR** b) As per Govt Order No.FD 908 Exp-12/2019 Bengaluru dtd: 21.07.2020 for Micro & Small Enterprises:- The tenderer should be a manufacturer who must have manufactured and supplied the the 600 mm clear dia composite FRP/GRP Manhole cover with suitable frame similar to the type, size and complexity as specified in the schedule- B upto at least 400 sets of FRP/GRP man hole Covers in any one of the last two financial two years (i.e. 2022-23 to 2023-24).**OR** C) Tenders of tenderers quoting as authorized representative / agent of a manufacturer meeting with the above requirements in full, will also be considered provided; (i) The manufacturer furnishes authorization in the prescribed format assuring full guarantee and warranty obligations as per conditions of contract. (ii) The tenderer as authorized representative, who must have supplied the 600 mm clear dia composite FRP/GRP Manhole cover with suitable frame similar to the type, size and complexity as specified in the schedule- B at least 300 sets of FRP/GRP Man hole covers satisfactorily in any one of the last three financial years (i.e. 2020-21 to 2022-23). (iii) The FRP/GRP Manhole cover offered for supply must be as per the requirement mentioned in Schedule-B. The same should be satisfactorily tested & inspected and should be in usage by the end user. 3) a) The tenderer should possess an average annual financial turnover of Rs.92,16,000/- in last 3 preceeding financial years ie., from 2021-22 to 2023-24). b) As per Govt Order No. FD 908 Exp-12/2019 Bengaluru dtd:21.07.2020 for Micro & Small Enterprises:- The Tenderer should possess an average annual financial turnover of the tenderer should be Rs.46,08,000/- in last 2 preceeding financial years (2022-23 to 2023-24). 4) The Tenderer should enclose the recent test reports (April-2023 onwards)for having conducted tests on 600 mm clear dia composite FRP/GRP Manhole cover with suitable frame of 25 MT capacity as per BS EN 124:1994only by Government Organization Testing Centre. The last date & time for receipt of tenders is **17.08.2024** before 4:00P.M. The tendering will be in Electronic Mode submitted through KPP Portal

	(www.KPPP.gov.in) as follows: **The Technical Bid shall contain the following:-** **1) TECHNICAL BID** i) Annexure – A duly filled and signed ii) Valid Certification for manufacturing of 600 mm clear dia composite FRP/GRP Manhole cover with suitable frame. In case of a Dealer, the Firm should furnish the Authorisation Letter obtained from their Manufacturer in the format appended vide Annexure –C. iii)Details of earlier supplies in format appended vide Annexure-B (copies of supply orders & performance certificate from the client /IIIrd Party Inspection certificate should be enclosed) iv) Turnover Certificate & Balance Sheet V) Schedule B only sealed and signed. **2) FINANCIAL BID** The Financial Bid consists of Schedule "B" in which the rates have to be offered in Electronic mode only.
2.	Tenders received without E.M.D. will be rejected outright. The E.M.D. amount so deposited by the successful tenderer will be refunded only after submission of performance security in the form of irrevocable Bank Guarantee issued by a Nationalized/ Scheduled Bank/, in a sum equivalent to **5%** of the contract value and also an additional BG shall be furnished for the unbalanced amount if the offered bid is unbalanced as Per Clause-17 of the tender. The E.M.D. of the unsuccessful tenderer will be refunded after the award of the work to the successful tenderer. The E.M.D. so remitted by all the tenderers will not bear any interest
3.	The Technical Bids will be opened by the Executive Engineer (CStr Division) on **19.08.2024** at 12:00noon in the presence of the firms' representatives/authorized agents, who may be present at that time. If, for any reason, the tender cannot be opened on the said date and time, the next date and time of opening will be intimated to the representatives present.
4.	The submission of the tender by the tenderers implies that he has read the terms and conditions of contract and made himself aware of the scope and specification of the 600mm clear dia composite FRP/GRP Manhole cover with suitable frame.
5.	**Validity of the offer:** a) The tenderer should keep his offer valid at least for a period of **90 days** from the date of opening `and if necessary for a further period as desired by the Executive Engineer (Stores Division), BWSSB, Malleshwaram, Bangalore-560 012.
6.	**Rates to be offered:** a) The rates should be legibly uploaded in Figures. b) The rate quoted for the supply of 1000Nos of 600 mm clear dia composite FRP/GRP Manhole cover with suitable frame should be inclusive of GST, IIIrd Party Inspection charges, Transit insurance, Transportation, Loading, Unloading, Stacking F.O.R., to concerned Service Stations / sub –divisions/Divisions of BWSSB, Bangalore. (c) In case of any concession, exemption or refund of duty is applicable to the above supplies, which are to be passed on to the purchaser, the supplier shall consider the above in his offer, and specifically mentioned such benefits in the technical offer. In case any such levies which are exempted/ refundable which are not to be passed on, these details shall be furnished in the technical Offer. (d) The rate quoted shall remain "Firm" till the supply of the entire quantity as per Schedule-B. During the contract period the supplier shall not be entitled to any enhancement in the rate on account of rise in the price of raw materials, electricity tariff, diesel, oil, statutory levies etc., or due to any other reason whatsoever.

	(e) Incase, if additional quantities of FRP/GRP Frames and covers over and above the quantities noted in the Schedule are required during the period of contract, the Supplier shall be bound to supply the said quantities at the accepted rates upto 25% of tendered quantity. Likewise, the tendered quantity can also be curtailed to an extent of upto 25%. (f) The supplier shall be entirely responsible for all taxes, duties, license fees, Octroi, Road permits, etc., incurred until the delivery of FRP/GRP Frames and covers FOR to concerned Service Stations / sub –divisions/Divisions of BWSSB, Bangalore. (g) In case, if L-1 rates are offered by more than one firm, then the tendered quantity will be divided among the qualified firms as decided by the CE(P).
7.	**Delays in the supplier's Performance:** i)The maximum time allowed for completion of 1000 Nos of 600 mm clear dia composite FRP/GRP Manhole frames and cover is 12 months from the date of supply order and the supplier shall regularly intimate the progress of supply to the purchaser regarding the quantity offered for inspection along with date. (ii) However, the time schedule shall be indicated at the time of agreement depicted in the supply order. The Supply Schedule should be promptly adhered to. (iii) If, at any time, during performance of the contract, the supplier should encounter conditions impeding timely delivery of the Frames and Covers and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may, at its discretion extend the suppliers time for performance with or without liquidated damages. (iv) Except for the delay in an event of Force Majeure (an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable) a delay by the supplier in delivering the goods shall render the supplier liable to be imposition of liquidated damages, pursuant Clause-8 unless an extension of time is agreed upon pursuant to Clause-7 without the application of liquidated damages.
8.	**Liquidated Damages Clause:** Failure on the part of the supplier to make supply as per the Supply Schedule indicated will be construed as a breach of contract, and the purchaser shall deduct from the contract price, as Liquidated Damages, a sum equivalent to 0.5% of the delivered price of the delayed goods for each week or part thereof of delay until actual delivery, up to a maximum deduction of 10% of contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.
9.	**Termination for Default:** (i) The purchaser may without prejudice to any other remedy for breach of contract by a written notice of default sent to the suppliers, terminate the contract in whole or part:- (a) If the supplier fails to deliver any or all of the goods within the period specified in the contract or within any extension thereof granted by the purchaser pursuant to Clause-7. (b)If the supplier fails to perform any obligation under the contract. (c) (i) If the supplier in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract. (ii)In the event purchaser terminates the contract in whole or in part pursuant to Clause-9 the purchaser may procure up on such terms and in such manner

	as it deems appropriate, FRP/GRP frames & Covers similar to those undelivered, and the supplier shall be liable to the purchaser for any excess stock for such similar FRP/GRP frames & Covers. However, the supplier shall continue the performance of the contract to the extent not terminated.
10.	**Termination for Convenience:** (i) The purchaser by written notice sent to the supplier may terminate the contract in whole or in part, at any time, for its convenience. The notice of termination shall specify the termination is for the purchaser convenience, the extent to which performance of the supplier under the contract is terminated and the date upon which such termination becomes effective. (ii) The FRP/GRP frames & Covers that are complete and ready for dispatch within thirty days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the Contract Terms and Prices for the remaining quantity of FRP/GRP frames & Covers the purchaser may elect:- (a) to have any portion completed and delivered at the Contract Terms and Prices and/or (b) to cancel the reminder and pay to the supplier an agreed amount for partially completed FRP/GRP frames & Covers.
11.	**Warranty Clause:** (a) After supply, service facilities and warranty should be assured, the period of warranty being **12 months** from the date of installation or **18 months** from the date of supply whichever is earlier. During this warranty period the supplier shall as and when replace the defective FRP/GRP frames & Covers. (b) The supplier should replace the FRP/GRP frames & Covers which do not conform to the specification or which are found defective by new FRP/GRP frames & Covers within **15 days** at no extra cost to the Board during the warranty period. The FRP/GRP frames & Covers offered as replacement shall be accompanied with necessary test certificate. (c) The FRP/GRP frames & Covers shall remain with the supplier at their risk until their actual delivery to the Board at the stipulated place and final acceptance. (d) The supplier shall be responsible for any losses, destructions, damages and deterioration of the FRP/GRP frames & Covers in transit. (e) Regarding the assessment on quality and performance of the FRP/GRP frames & Covers the decision of the CE(P) shall be final.
12.	**Insurance:** 600 mm clear dia composite FRP/GRP Manhole cover with suitable frame to be supplied shall be fully insured in Indian rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery of 600 mm clear dia composite FRP/GRP Manhole cover with suitable frame at site, the insurance shall be obtained by the Supplier FOR to concerned Service Stations / sub –divisions/Divisions of BWSSB, Bangalore on "All Risks" basis including war risks and strikes and this cost should be included in the offered price.
13.	**Payment Clause:** a) 100% payment shall be made within 60 days after receipt of 600 mm clear dia composite FRP/GRP Manhole cover with suitable frame at Executive Engineer, Central Stores, Malleshwaram, Bangalore, along with Invoice Copies & Test Certificates of the Third Party. b) All payments will be made in Indian Currency. c) No alterations/modifications in the mode of payment is acceptable.
14.	**Inspection and Testing:** The following inspection procedures and tests are required by the

	Purchaser: a) The 600 mm dia clear dia Composite FRP /GRP Manhole Cover with suitable frame to be supplied shall strictly conform to the specification given in the Schedule. The supplier should Pack, Mark, Store & Transport the frames and covers as per Sl no.15.1,15.2, 12&16 of the General terms and conditions of the contract. b) The Testing standards of 600 mm dia clear dia Composite FRP /GRP Manhole Cover with suitable frame shall conform to BS EN 124:1994 with its latest amendments and shall be supplied in accordance to the GTC. c) Samples of to be supplied FRP/GRP frames and covers from each lot of consignment will be subjected to III party inspection by an Agency appointed by the Board or by the agency itself (approved by the board) and the Testing & inspection charges towards the same shall be borne by the supplier. The entire Sampling procedure shall be in accordance with the BS EN 124:1994 mentioned in the Code. The entire lot will be rejected in case the samples do not conform to the specification and the same should be replaced by the firm with new one within 15 days time, duly getting the samples tested at free of cost, failing which action will be taken as per GTC clause 9.
15	**Packing:** 15.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. All the material supplied shall be stored by stacking one upon other for a minimum stacking height comprising atleast 8 sets of these frames and covers. 15.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements and in any subsequent instructions ordered by the Purchaser. 15.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package shall be made with foam, plastic wrapping and will be marked on three sides with proper paint/indelible ink the following:

	i) Project, ii) Contract No., iii) Suppliers Name, and iv) Packing List Reference number.
16	**Transportation** Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.
17.	**Performance Security**: Within 20 days of the receipt of award from the Purchaser, the tenderer shall furnish a Performance Security in the form of Bank Guarantee in a sum equivalent to 5% of the value of the supply order and also an additional Bank Guarantee shall be furnished for the unbalanced amount if the offered bid is unbalanced**.** If not, the EMD deposited by the tenderer shall be forfeited. The performance security shall be valid up to 60days after the date of completion of performance obligation and the purchaser shall refund the same after the satisfactory completion of the supplies, in a complete manner. The Security Deposit shall not bear any interest.
18.	**Legal Clause:** a) Conditional offers are rejected outright. b) The CE(P) reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. Even if the Tenderer meets all the eligibility and qualification criteria his tender shall be summarily rejected, if he is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility & qualification requirement or if he has a record of poor performance such as abandoning the supplies, not properly completing the contract, inordinate delays in completion, litigation history or financial failures, etc. c) In case of any disputes arising out of this contract, the decision of the CE(P)is final on both the parties. d) The contract shall in all respects be construed and operative as per Indian Contract Act, Sale Of Goods Act-1930 and in conformity with Indian Law and is subject to the jurisdiction of Bangalore City Civil Courts only. e) The enquiry along with the appended schedule shall form part and parcel of the agreement, which is executed after acceptance of the tender. f) Regarding the assessment of quality and performance of the 600 mm clear dia composite FRP/GRP Manhole cover with suitable frame the decision of CE(P) shall be final.
19	**Agreement Clause** Agreement in the prescribed format shall be executed between successful tenderer and the, Executive Engineer (CStr Division), BWSSB, Malleshwaram, Bangalore-560 012 within 21days from the date of communication of approval of his/their tender, failing which the E.M.D. shall stand forfeited**.**
20.	The Tenderers should invariably fill in the Annexure- A, B&C (in case of dealers) appended to the Technical Bid and enclose the requisite documents without fail, duly affixing their Seal and Signature.

Signature of the Tenderer

Executive Engineer
(Central Stores Division)

ANNEXURE-B

Proforma for Performance Statement for the year..... during which required Nos. of 600 mm clear dia composite FRP/GRP Manhole cover are supplied.

Tender No. BWSSB/EE(CStr)/ /2024-25 Dt:

Date of Opening:

Name of the Firm: .....

Orders placed by (Full address of Purchaser]	Order No. and Date	Quantity of 600 mm clear dia composite FRP/GRP Manhole cover ordered	Qty. of 600 mm clear dia composite FRP/GRP Manhole cover supplied	Performance Certificate issued by the Purchaser to the extent of supplies made (attach a certificate from the Purchaser)
1	2	3	4	5

Note :-

1. Specific year during which the stipulated supplies were made should only be indicated.

2. Respective supplies indicated in the above proforma should be invariably substantiated with relevant documents such as Supply Orders and respective Performance certificates /Test Reports issued by the Purchaser (End user) or III Party Inspection Certificates of respective relevant orders, without which the tender will not be considered for further evaluation.

Signature of the Tenderer **Executive Engineer**
(Central Stores Division)

ANNEXURE – C

Signature and Seal of the Tenderer _____

MANUFACTURER'S AUTHORIZATION FORM

No…… Date : ……

To,
The Executive Engineer (CStr Division),
BWSSB,
Bangalore- 12.

Dear Sir,

Tender No. BWSSB/EE(CStr)/ /2024-25, Dated:

We, …… who are established and reputable manufacturers of600 mm clear dia composite FRP/GRP Manhole cover & suitable frame with its latest amendments having factories at ……address of factory) do hereby authorize M/s …… (Name and address of Agent) to submit a tender and sign the contract with you for the goods manufactured by us against the above Tender No.BWSSB/EE(CStr)/ /2024-25 Dated:-

No company or firm or individual other than M/s …… are authorized to tender and conclude the contract for the above goods manufactured by us, against Tender No. BWSSB/EE(CStr)/ / 2024-25 Dated:

We hereby extend our full guarantee and warranty as per General Terms and Conditions of Contract for supply of 600 mm clear dia composite FRP/GRP Manhole cover conforming to BS EN 124:1994testing standards through M/s …… …… against Tender No.BWSSB EE(CStr/ /2024-25, Dated:

Your's faithfully,

(Name of the Manufacturer)

Note :

This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. Failing which the tender will be not considered for evaluation.

SCHEDULE-B (Only for reference)

Schedule No.	Item Description	Unit	Qty	Rate per Unit in Rs.	Amount in Rs.
1	2	3	4	5	6
1	Supply of COMPOSITE FIBER REINFORCED POLYMER resin manhole cover 600mm clear dia with suitable frame, center height of the covers to be minimum 85mm, weight of manhole cover with frame minimum of 57 kgs& maximum of 61 kgs, double seal with closed bottom and SS 304 or high strength plastic alloy protection socket with a pull load capacity of 4 T key hole lifting arrangement of 25T (C250) capacity, having a top abrasion resistant layer confirming to testing standards of BS EN 124:1994 with its latest amendments The cost is also inclusive of align keys which are to be provided a minimum of 1 key per 10 sets of ring and cover.	Set	1000		

NOTE: -

Rate quoted for supply of 600 mm clear dia composite FRP/GRP Manhole cover per set shall be inclusive of all GST, III Party Inspection Charges, Testing charges, transit Insurance, Transportation, Loading, Unloading, stacking F.O.R. @ concerned Service Stations / sub –divisions/Divisions of BWSSB, Bangalore.

Signature of the Supplier **Executive Engineer**

(Central Stores Division)

*** Do Not quote the rate in Schedule B. Only seal and signature.